

1 KIMBERLY S. WINICK, SBN 120363  
KWinick@ClarkTrev.com  
2 LESLIE R. HOROWITZ, SBN 97630  
LHorowitz@ClarkTrev.com  
3 CLARK & TREVITHICK  
445 South Figueroa Street, 18<sup>th</sup> Floor  
4 Los Angeles, California 90071  
Telephone: (213) 629-5700  
5 Facsimile: (213) 624-9441

6 Attorneys for Respondent Aura Financial LLC  
fka Lendify Financial LLC  
7  
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9

10 UNITED STATES BANKRUPTCY COURT  
11 SOUTHERN DISTRICT OF CALIFORNIA

VIA FAX

12 In re

13 Bistermo Mora Salgado,  
14 Debtors.

15 BISTERMO MORA SALGADO,  
16 Movant,  
17 vs.  
18 LENDIFY, FINANCIAL, LLC.,  
19 Respondent.  
20  
21  
22

CASE NO. 19-02556-LT7

Chapter 7

**OPPOSITION OF RESPONDENT AURA  
FINANCIAL LLC TO DEBTOR'S  
MOTION FOR SANCTIONS FOR  
VIOLATIONS OF THE AUTOMATIC  
STAY AND DISCHARGE INJUNCTION;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; AND SUPPORTING  
DECLARATIONS OF KIMBERLY S.  
WINICK, RICARDO ARJONA, AND  
TUONG-VI TRAN FABER**

Date: April 2, 2020  
Time: 10:00 a.m.  
Dept.: Room 129

Assigned to Hon. Laura S. Taylor

23 TO THE HONORABLE LAURA S. TAYLOR, UNITED STATES BANKRUPTCY  
24 JUDGE, THE FORMER DEBTOR, AND HIS COUNSEL:

25 Aura Financial LLC, a licensed consumer lender and US Treasury-certified Community  
26 Development Financial Institution providing affordable, credit-building, small dollar loans to  
27 underserved communities in America (formerly known as Lendify Financial LLC, hereinafter  
28 referred to as "Aura" or "Lendify"), hereby opposes the pending motion for sanctions (the

2532902.1 (19112.001)

RESPONDENT AURA FINANCIAL'S OPPOSITION TO DEBTOR'S MOT FOR SANCTIONS FOR  
VIOLATIONS OF THE AUTOMATIC STAY

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1 “Motion”) on the grounds that Aura never received notice of the pendency of the above chapter 7  
 2 case, nor of the discharge of Mr. Salgado, until February 2020, and thus did not at any time  
 3 commit a willful violation of the automatic stay, or of the discharge injunction issued in favor of  
 4 Mr. Salgado. The fact is that the notice of case and notice of discharge were both mailed to an  
 5 address that Aura had not occupied since December 2016, as evidenced by records filed in  
 6 December 2016 with both the California Secretary of State and the California Department of  
 7 Business Oversight. Doubtless the notice of petition mailed in April 2019 and the notice of  
 8 discharge mailed in August 2019 would have been returned to sender as undeliverable, any  
 9 forwarding order having long expired. These notices did not reach Aura.

10 Actual notice, the *sine qua non* of the Motion, did not occur. Debtor’s counsel, Stephan  
 11 Hoover, has been advised of this fact but elected to continue to prosecute this baseless Motion  
 12 unless Aura agree to pay amounts including his alleged attorney’s fees of \$25,000<sup>1</sup>. Moreover, the  
 13 Salgado case was closed by order dated August 12, 2019, and Mr. Hoover has elected to prosecute  
 14 the Motion without first or even concurrently seeking to reopen the case.

15 Aura accordingly urges the Court to deny the Motion, reprimand Mr. Hoover, and grant  
 16 such further relief as may be just and proper.

17 **I. STATEMENT OF FACTS**

18 The Motion seeks sanctions against Aura on the basis that Aura knowingly and willfully  
 19 violated the automatic stay and the discharge injunction. The predicate for such an action is that  
 20 the party in question had actual notice of the bankruptcy protections and acted against the debtor  
 21 despite that knowledge. Aura, to the contrary, never received notice of the case.

22 **A. The Debtor Mailed Notices to the Wrong Address**

23 Aura does not dispute that the debtor’s creditor matrix identifies Lendify as a creditor, as  
 24 do the proofs of service of the notice of commencement of case and notice of discharge.  
 25 However, they all identify the address of Lendify as 225 Bush Street, San Francisco, CA 94104.  
 26

27 <sup>1</sup> At his asserted lodestar rate of \$315, this would represent an astronomical 79.37 hours devoted  
 28 to this matter.



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1 This has not been Lendify/Aura's address since December 2016, as evidenced by records  
2 filed by Lendify/Aura with the Secretary of State and the Department of Business Oversight  
3 [Declaration of Tuong-Vi Tran Faber ("Faber Decl."), Exhibits 1 and 4], and does not even appear  
4 on the Debtor's loan documents [Faber Decl, Exhibits 2 and 3]. Mailing papers to Lendify/Aura  
5 at 225 Bush Street did not provide notice of the automatic stay or discharge injunction to  
6 Lendify/Aura. Lendify/Aura did not receive them. Moreover, because such mailings were made  
7 more than 12 months after the change of address, the documents in question would not have been  
8 forwarded to the current address. We expect the documents were returned to movant's counsel,  
9 who failed to further research and update the creditor matrix with the correct address.  
10 [Declaration of Kimberly S. Winick (Winick Decl., ¶ 3.)]

11 Notices to Lendify/Aura should have been addressed to Lendify/Aura's then current  
12 address at 333 Bush Street, floor 17, San Francisco, CA 94104. Each of the loan application  
13 disclosures delivered to Mr. Salgado in March 2018 [Faber Decl, Exhibit 2], at the time of  
14 application for the loan, and the Truth-in-Lending Act disclosure and promissory note that Mr.  
15 Salgado executed on March 2, 2018 [Faber Decl., Exhibit 3] reference Lendify/Aura's address at  
16 333 Bush Street, floor 17, San Francisco, CA 94104.

17 All official records also reflect that, at all times relevant to the Motion, mail meant to reach  
18 Lendify/Aura should have been addressed to 333 Bush Street. Each of the Secretary of State  
19 Statement of Information and the California Finance Lenders License Change of Address Form  
20 that Lendify/Aura filed December 2016 with the Secretary of State and the Department of  
21 Business Oversight, respectively, showed this address. [Faber Decl., Exhibits 1 and 4.] Similarly,  
22 the notice of name change that was filed with the Department of Business Oversight in February  
23 2019, when "Lendify" changed its legal name to "Aura," identified the entity's address as 333  
24 Bush Street, San Francisco, CA 94104, as reflected in Aura's revised California Finance Lender  
25 license dated February 14, 2019 [Faber Decl., Exhibit 6.]. We note that the name change from  
26 "Lendify" to "Aura" was also filed with the California Secretary of State on February 4, 2019.  
27 [Faber Decl., Exhibit 5.]

28

**B. Aura Had No Knowledge of the Case Prior to February 2020**

When Aura filed its small claims complaint against Mr. Salgado on July 3, 2019, it had no knowledge that Mr. Salgado was a debtor in a bankruptcy case. The small claims complaint was served on Mr. Salgado, but neither Mr. Salgado nor his lawyer reached out to Aura to alert them that Mr. Salgado had filed for a chapter 7 petition and that there was an automatic stay. Aura has established procedures for monitoring and handling all bankruptcy-related notices concerning its borrowers, and would have responded promptly to such outreach. [Declaration of Ricardo Arjona (“Arjona Decl.”) ¶4.]

Aura obtained the small claims judgment against Mr. Salgado in October 2019. There still was no outreach to Aura. [Id.] On or about February 18, 2020 Aura commenced the garnishment of Mr. Salgado’s wages. [Faber Decl, ¶ 11.] It appears that this occurred while the Motion was on its way to Aura. Promptly upon receipt of the Motion, before receiving any garnished wages, Aura cancelled the garnishment procedure. [Id.] Mr. Salgado’s lawyers never contacted Aura before filing the Motion. [Id.] For clarity, no wages were ever garnished from Mr. Salgado and Aura ceased all collections efforts in accordance with its bankruptcy-related procedures as soon as it became aware of the Motion and Mr. Salgado’s bankruptcy case.

We further note that even in February 2020, service of the Motion on Aura was awkward at best. Aura received service through CT Corporation. [Faber Decl., Exhibit 7.] The face page of this document showed processing by CT Corporation on February 19, 2020 and appearance or answer by Aura due on April 2. Unless a reader were familiar with bankruptcy procedures, one might not recognize, on page 27 of the served document, notice that opposition should be filed 14 days before the April 2 date, which would have been March 19. Even if Aura had understood this to be the proper deadline to file the opposition, the March 17 issuance of the shelter in place order in San Francisco County due to COVID-19 would have made compliance difficult. Aura respectfully requests the Court to excuse the delayed filing of this opposition brief.

The proof of service on the Motion indicates that the document also was mailed to Lendify/Aura on February 14, 2020 at the 333 Bush Street address, from which Aura decamped in July 2019 and to Lendify/Aura at their current actual address, 303 2<sup>nd</sup> Street, North Tower , Ste.

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550, San Francisco, CA 94107. However, for reasons that are unknown, Aura has not received either of these mailings, and was alerted to the current situation only by the delivery through CT Corporation. [Faber Decl, ¶12; Arjona Decl, ¶5 and ¶6.]

## II. THERE IS NO BASIS TO SANCTION AURA

The Motion should be denied in its entirety. Section 362(k) of the Bankruptcy Code provides in relevant part that: “an individual injured by any willful violation of a stay...shall recover actual damages, including costs and attorneys’ fees, and, in appropriate circumstances, they may recover punitive damages.” As stated in page 9 of the Motion, the predicate for a claim for violation of the automatic stay (or the discharge injunction) is the offending party’s awareness of the pendency of the bankruptcy case.

The Motion, to “establish” Aura’s awareness of movant’s case, relies on the concept that “Mail that is properly addressed, stamped and deposited into the mails is presumed to be received by the addressee.” *Bucknum Moody v. R. Bucknum (In re Bucknum)*, 951 F2d 204,207 (9<sup>th</sup> Cir. 1991). In the instant case, mail was not properly addressed to Lendify/Aura, and cannot be presumed received. Further, prior to February 2020, the employee responsible for receiving and properly handling all bankruptcy-related mail for Lendify/Aura did not receive any of the movant’s notices. Clearly, Aura did not willfully violate either the automatic stay or the discharge injunction in this case.

Movant also has failed to provide that he has sustained any actual damages. The single sentence recital of emotional distress is similarly inadequate to support any recovery. Further, while his lawyers demand lodestar fees, to which they devote many pages of exhibit, they do not specify how much time they actually dedicated to the Motion or any actual services rendered. Because Movant has failed to establish the threshold element, that Aura even had notice of the case, Aura refrains from addressing the Motion’s other shortcomings in detail at this time, but requests leave of the Court to file a supplemental brief should further evidence and argument be required.

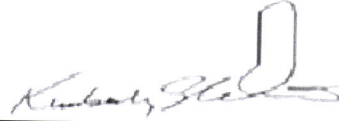
1 **III. CONCLUSION**

2 For the foregoing reasons, Aura respectfully requests that the Court deny the Motion with  
3 prejudice and grant such further relief as may be just and proper.

4  
5 DATED: March 30, 2020

CLARK & TREVITHICK

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8 By:

  
Kimberly S. Winick  
Attorneys for Respondent Aura Financial LLC fka  
Lendify Financial LLC

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**DECLARATION OF KIMBERLY S. WINICK**

I, Kimberly S. Winick, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am Of Counsel to Clark & Trevithick, and am the lawyer principally responsible for representing Aura Financial LLC ("Aura") in this case.

2. I make this declaration on the basis of my personal knowledge and my review of the documents maintained in the CM-ECF system with respect to this case, and I could and would testify to the facts set forth herein if called as a witness. This declaration is made in support of Aura's Opposition to Debtor's Motion for Sanctions for Violations of the Automatic Stay and Discharge Injunction Against Lendify Financial, Llc A/k/a Aura Financial, LLC.

3. I have been a business bankruptcy lawyer since 1985, and have represented many debtors in bankruptcy. In my experience, it is not unusual for debtors to provide incorrect addresses for their initial creditors' matrix. Incorrectly addressed envelopes are returned to debtor's counsel, who then researches the addressee's correct address, provides the corrected information to the court to update the matrix, and uses the corrected address when thereafter mailing notices. Such correction appears not to have occurred in this case. My client should not be held accountable for such oversight.

4. In my experience sending mail, both personally and professionally, when mail is sent to an old address, it may be forwarded to the intended recipient. Alternatively, it may be returned to the sender with a new address, or with a statement that the forwarding order has expired. On March 27, 2020, I conducted an internet search of post office practices. At the official U.S. post office website, USPS.com I found a November 1, 2018 item regarding Mail Forwarding Options. It provides that first class mail may be forwarded to a new address for up to 12 months after a permanent change of address notice is filed with the USPS. See [faq.usps.com/s/article/Mail-Forwarding-Options](https://faq.usps.com/s/article/Mail-Forwarding-Options).

5. On March 18, 2020, Aura contacted me regarding the Motion. After discovering that the Debtor had not actually sent any case-related notices to Aura prior to 2020, and that Aura had not received any such notices, I left a telephone message for Stephan Hoover advising him of

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1 this key fact, and requesting that he withdraw the Motion. His email response included a demand  
 2 for \$25,000 for attorney's fees, although the Motion contains no statement as to the time he has  
 3 devoted to the Motion, and his "lodestar" statement (devoid of time or description of services  
 4 rendered) seeks payment at \$315/hour. Has he really dedicated almost 80 hours to this matter?

5 6. Equally astonishingly, Mr. Hoover insisted that he had relied upon a credit bureau  
 6 to determine Aura's mailing address, apparently not thinking to consult the actual loan documents  
 7 signed by his client. Had he done so, he would have mailed the April 30, 2019 notice of  
 8 commencement of case to 333 Bush Street, which was then Lendify/Aura's actual address, and  
 9 Aura likely would have not filed the small claims complaint. Further, although Aura relocated to  
 10 its current offices at 303 2<sup>nd</sup> Street in July 2019, while the case was pending, the post office likely  
 11 would have forwarded the August notice of discharge to the new address.

12 7. In my experience, when I believe a party is violating the Bankruptcy Code, such as  
 13 when a debtor is failing to pay rent, or a creditor is trying to collect pre-petition debt, I place a  
 14 phone call to the offending party or its counsel, as appropriate, before spending the time and  
 15 incurring the fees to draft papers. In most instances, a telephone call suffices to resolve the issue.

16 8. The following is a copy/paste reprint of the email I received from Mr. Hoover on  
 17 March 26, 2020 after 5:30 p.m.:

18 Hi Ms. Winick,  
 19 I believe you called with regard to representing Aura Financial in the above action. This is just to  
 20 respond to your call and allow for easier communication (due to the current pandemic my office  
 hours have shifted dramatically to accommodate childcare needs for my family).

21 The address issue:  
 The address used for service (225 Bush St., San Francisco, CA 94104) was that reported by  
 22 Lendify to two of the credit bureaus when last reporting the claimed debts to each bureau on  
 March 31, 2019. Given that Aura Financial was reporting this information to third parties as the  
 23 address to be used with regard to the debt, it is a party admission outside of hearsay and would be  
 24 seen as a bit disingenuous that using that address allowed Aura to escape notices with regard to the  
 debt. If we reach a discovery phase, we will of course seek out any credit reports pulled before  
 25 Aura filed its state case to see if Aura was further aware of the bankruptcy and therefore had actual  
 notice.

26 Case reopening:  
 Case reopening is a ministerial act and is not required for a bankruptcy court to defend its own  
 27 orders - such as the discharge injunction. Judge Taylor's court does not require case reopening  
 prior to filing motions for sanctions for stay and discharge violations.  
 28



1 Failure to oppose:

2 The motion and notice was served on February 14, 2020. As it was done by mail, an additional 3  
 3 days is added onto the 14 for a response under FRBP 9006. It is now over three weeks after  
 4 March 2, when opposition was due. LBR 9013-7(b)(1) requires all oppositions to be in writing  
 5 and (b)(2) states a failure to object is consent to the motion before the court.

6 I'd be more than willing to discuss settlement, including return of any funds which may have been  
 7 garnished, undoing the judgment against my client, and payment of \$25,000 for attorneys fees and  
 8 compensation to my client.

9 Otherwise we will proceed with the hearing next week where I will ask for discovery to begin.

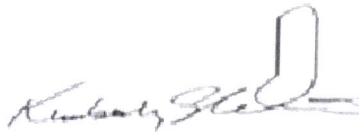
10 Regards,  
 11 Stephan Hoover

12 Stephan A. Hoover, Esq.  
 13 Law Office of Stephan A. Hoover  
 14 P.O. Box 723  
 15 Carlsbad, CA 92018  
 16 Phone: (619) 500-4525  
 17 Fax: (760) 687-0013

18 9. Mr. Hoover's refusal to back down in the face of facts has required my client and  
 19 me to spend the time and to incur the related fees to compile exhibits and prepare this opposition  
 20 brief when a more sensible lawyer would have acquiesced to his error and sought to make his  
 21 living on the back of a more legitimate case. From my receipt of his astonishing email, through  
 22 the hearing on this matter, I will have spent at least 12 hours, at \$625 per hour. Perhaps Mr.  
 23 Hoover should compensate Aura at my lodestar rate.

24 I declare under penalty of perjury under the laws of the United States of America that the  
 25 foregoing is true and correct.

26 Executed on this 30th day of March, 2020, at Los Angeles, California.

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Kimberly S. Winick

**DECLARATION OF RICARDO ARJONA**

I, Ricardo Arjona, declare as follows:

1. I am the Service Desk Manager for Aura Financial Corporation, the parent company and Sole Member of Aura Financial LLC, formerly known as Lendify Financial LLC ("Aura" or "Lendify"). I have been employed in this capacity since September 2016.

2. I make this declaration on the basis of my personal knowledge and my personal familiarity with and responsibility for procedures and practices of Aura with respect to bankruptcy-related notices, as well as my review of business records prepared and/or received and maintained by me and other Aura employees in the ordinary course and practice of their employment.

3. If called as a witness, I could and would testify competently to the facts set forth herein. This declaration is made in support of Aura's Opposition to Debtor's Motion for Sanctions for Violations of the Automatic Stay and Discharge Injunction Against Lendify Financial, Llc A/k/a Aura Financial, LLC.

4. Aura is in the business of making loans to consumers. When consumers file bankruptcy cases, notices are sent to Aura. I understand that these notices alert Aura to the requirement that it suspend or cease collection efforts, and that failure to act can expose Aura to material liability. My department is responsible for ensuring that all such notices received by Aura are properly recorded and handled so that all collection efforts regarding the related customer account(s) are immediately suspended or ceased in accordance with Aura's bankruptcy-related procedures.

5. Prior to the notice from CT about the Debtor's Motion for Sanctions, my department had not seen or handled any notice to Aura (or Lendify) regarding a bankruptcy case involving Bistermu Moro Salgado or regarding the Motion.

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1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct.

3 Executed on this 30th day of March, 2020, at San Francisco, California.

4 

5  
6 Ricardo Arjona

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trevithick

**DECLARATION OF TUONG-VI TRAN FABER**

I, Tuong-Vi Tran Faber, declare as follows:

1. Since August 2019 I have been employed as a California Registered-in-House Counsel by Aura Financial Corporation, the parent company and Sole Member of Aura Financial LLC, formerly known as Lendify Financial LLC ("Aura" or "Lendify").

2. I am making this declaration in support of the Opposition of Aura to the Debtor's Motion for Sanctions for Violation of the Automatic Stay and Discharge Injunction in the case of Bistermo Mora Salgado. This declaration is based on my personal knowledge and on my review of documents received and or prepared and maintained by myself and other employees of Aura in the ordinary course of business and in accordance with the practices and procedures established by Aura.

3. Among other things, I am familiar with corporate compliance and regulatory documents that Aura must file and maintain in compliance with applicable laws.

4. Attached hereto as Exhibit 1 is a true and correct copy of the California Finance Lenders License Change of Address Form filed by Lendify, indicating that it was moving from 225 Bush Street, Suite 1840, San Francisco CA 94104 to 333 Bush Street, 17<sup>th</sup> floor, San Francisco CA 94104, effective December 30, 2016.

5. Attached hereto as Exhibit 2 is a true and correct copy of the loan application disclosures provided to Mr. Salgado at the time of his loan application in March 2018.

6. Attached hereto as Exhibit 3 is a true and correct copy of the Truth-in-Lending Act disclosure and promissory note signed by Mr. Salgado on March 2, 2018.

7. Attached hereto as Exhibit 4 is a true and correct copy of the Secretary of State Statement of Information filed by Lendify on December 15, 2016, showing its address at 333 Bush Street, 17<sup>th</sup> floor, San Francisco CA 94104.

8. Attached hereto as Exhibit 5 is a true and correct copy of the notice of name change recorded by the California Secretary of State on February 4, 2019.



1           9. Attached hereto as Exhibit 6 is a true and correct copy of Aura's revised California  
2 Finance Lender license received from the Department of Business Oversight, dated February 14,  
3 2019, reflecting Aura's new legal name and showing its address at 333 Bush Street, San  
4 Francisco, CA 94104.

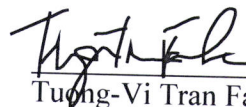
5           10. Attached hereto as Exhibit 7 is the Notice of Motion that Aura received through CT  
6 Corporation. Based on the front page, we understood this to require an answer or appearance on  
7 April 2, 2020.

8           11. Around February 18, 2020, unaware that Mr. Salgado had ever been a chapter 7  
9 debtor or received a discharge months earlier, Aura commenced the garnishment of Mr. Salgado's  
10 wages. Promptly upon receipt of the Motion, before receiving any garnished wages, Aura  
11 cancelled the garnishment procedure.

12           12. To the best of my knowledge, Mr. Salgado's lawyers never contacted Aura at any  
13 time before filing the Motion to alert Aura as to alleged violations of the Bankruptcy Code or  
14 demand that they honor the discharge injunction.

15           I declare under penalty of perjury under the laws of the United States of America that the  
16 foregoing is true and correct.

17           Executed on this 30th day of March, 2020, at San Francisco, California.

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21 Tuong-Vi Tran Faber  
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# EXHIBIT 1



# CALIFORNIA FINANCE LENDERS LICENSE CHANGE OF ADDRESS FORM

Financial Code Section 22153, subdivision (b), provides that if notice is not given at least 10 days prior to the change of a street address of a place of business, as required by subdivision (a), or notice is not given at least 10 days prior to engaging in business at a new location, as required by Section 22102, the commissioner may assess a civil or administrative penalty on the licensee not to exceed five hundred dollars (\$500).

**\*Your change of address request must be received by the Department 10 days prior to the date of your move or an administrative penalty of \$500 will be assessed.** If your change of address is for your principal or main location, you must submit a rider from your surety bond company reflecting your new location. Your request cannot be processed without the submission of this rider. **Submit one completed form per location.**

Name of Licensee: Lendify Financial LLC  
 License No: 605 4766 NMLS ID (if applicable): \_\_\_\_\_

Provide the name, title, address, email address, and telephone number of the person to contact regarding this request. The amended license will also be mailed to this person unless otherwise instructed. The name of the person must be a responsible officer or compliance person from the main office of the company.

Attention: Dryden Liddle Legal & Compliance Officer  
(Name) (Title)  
333 Bush Street, 17th Floor San Francisco CA 94104  
(Number and Street) (City) (State) (Zip Code)  
dliddle@insikt.com 415 351 9603  
(Email Address) (Telephone Number)

Change of address is for: ☒ Main Office or Principal Location ☐ Branch

If main location, provide Surety Bond No.: 1485BGG4040 Bond Rider attached? ☒ Yes ☐ No

Current Address: 225 Bush Street, Suite 1840  
San Francisco CA 94104

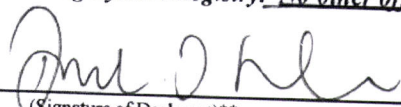
Proposed New Address: 333 Bush Street, 17th Floor  
San Francisco, CA 94104

\*Effective Date of Change: December 30, 2016

I declare under penalty of perjury that I have read the form and know the contents thereof, and that the statements therein are true and correct.

**\*\*This Change of Address Form must be signed by an officer who has PREVIOUSLY completed and submitted a Statement of Identity and Questionnaire or filed an MU2 on the Nationwide Mortgage Licensing System Registry. No other officer is authorized to sign this document on behalf of the applicant.**

Executed at: San Francisco, San Francisco  
(City, County, and State) CA

  
(Signature of Declarant)\*\*

Dryden J. Liddle  
(Typed Name of Declarant)

Legal & Compliance Officer  
(Title of Declarant)

Date December 13, 2016



**The Hartford**

Hartford Plaza, Hartford, CT 06115

**RIDER**

Attached to and forming part of Bond # 14BSBGG4040  
on behalf of Lendify Financial LLC  
in favor of the Commissioner of Corporations of the State of California  
and in the amount of Twenty-Five Thousand and no/100 Dollars (\$25,000.00).

**It is understood and agreed that effective** December 9, 2016,

The following **Principal Address Change** is amended:

**From: 225 Bush Street, Suite 1840  
San Francisco, CA 94104**

**To: 333 Bush Street, 17<sup>th</sup> Floor  
San Francisco, CA 94104**

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated December 9, 2016.

Hartford Fire Insurance Company

By: \_\_\_\_\_

Ian J. Campbell, Attorney-in-Fact

Lendify Financial LLC

By: \_\_\_\_\_

The above endorsement is hereby agreed to and accepted:

By: \_\_\_\_\_

Insikt, Inc  
Dryden Liddle, Legal & Compliance Officer



STATE OF OREGON,

County of Multnomah

} ss.

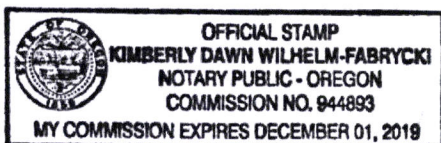
On December 9th, 2016

DATE

before me personally appeared Ian J. Campbell

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



*Kimberly Dawn Wilhelm-Fabrycki*  
Notary Public for Oregon

My commission expires December 1, 2019

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: [bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

call: 888-266-3488 | fax: 860-757-5835

Agency Code: 52-700957

## KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

Ian J. Campbell, Debra Y. Frabel, Gary P. McCann of PORTLAND, Oregon

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of DECEMBER 9, 2016

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President





**Secretary of State**  
**Statement of Information**  
 (Limited Liability Company)

LLC-12

**IMPORTANT** — Read instructions before completing this form.

**Filing Fee - \$20.00**

**Copy Fees** — Face Page \$1.00 & .50 for each attachment page;  
**Certification Fee - \$5.00**

This Space For Office Use Only

1. Limited Liability Company Name

Lendify Financial LLC

2. 12-Digit Secretary of State File Number

201319310219

3. State or Place of Organization (only if formed outside of California)

Delaware

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

333 Bush Street 17th Floor

City (no abbreviations)

San Francisco

State  
CA

Zip Code

94104

b. Mailing Address of LLC, if different than Item 4a

City (no abbreviations)

State

Zip Code

c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

City (no abbreviations)

State

Zip Code

CA

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete Item 5a

Insikt, Inc.

c. Address

333 Bush Street 17th Floor

City (no abbreviations)

San Francisco

State

Zip Code

CA

94104

6. Agent for Service of Process

Item 6a and 6b: If the agent is an individual, the agent must reside in California and Item 6a and 6b must be completed with the agent's name and California address. Item 6c: If the agent is a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 6c must be completed (leave Item 6a-6b blank).

a. California Agent's First Name (if agent is not a corporation)

Middle Name

Last Name

Suffix

b. Street Address (if agent is not a corporation) - Do not list a P.O. Box

City (no abbreviations)

State

Zip Code

CA

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b

CT Corporation System

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

Finance Lender regulated by the CA Department of Business Oversight

8. Chief Executive Officer, if elected or appointed

a. First Name / Last Name

James Gutierrez

Middle Name

Michael

Last Name

Suffix

b. Address

333 Bush Street 17th Floor

City (no abbreviations)

San Francisco

State

Zip Code

CA

94104

9. The Information contained herein, including any attachments, is true and correct.

Date  
Dec 13, 2016Type or Print Name of Person Completing the Form  
Dryden J. LiddleTitle  
Legal & Compliance OfficerSignature  
[Signature]

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

(See separate page)

# EXHIBIT 2



**Lendify Financial LLC**

**333 Bush St Fl 17, San Francisco, CA 94104  
1 (888) 981-6357**

**Declaraciones informativas importantes sobre la solicitud, autorizaciones y política de privacidad**

*Lea esta información detenidamente y solicite un correo electrónico o una copia impresa a fin de conservarla para futura referencia.*

**Declaraciones informativas sobre la solicitud**

Usted está solicitando un préstamo a Lendify Financial LLC (en lo sucesivo, "Lendify"). Tenga en cuenta la siguiente información sobre el préstamo que está solicitando:

Modelos de términos del préstamo: Los términos del préstamo que se indican a continuación son ejemplos de los plazos actuales de los préstamos que ofrece Lendify. Estos no son los términos de su préstamo.

Monto del préstamo	Duración del préstamo	Cargos por financiamiento	Tasa Porcentual Anual ("APR")	Monto del Pago (cada 14 días)	Cargo por morosidad
\$500	7 meses	\$97	59%	\$41	\$14
\$1,000	11 meses	\$266	51%	\$54	\$14
\$1,500	15 meses	\$477	44%	\$61	\$14

- Usted pagará un cargo por pago atrasado si alguno de los componentes que conforman su pago permanece pendiente de pago durante los 7 días a partir de la fecha de vencimiento del mismo.
- Si realiza pagos antes de la fecha de vencimiento, pagará menores cargos por financiamiento.
- Puede cancelar un préstamo a más tardar al término del día hábil siguiente al día en que se otorgó el préstamo.

**Consentimiento para realizar operaciones comerciales electrónicas con Lendify y Prospera Credit, LLC**

**Operaciones comerciales electrónicas.** Usted otorga su consentimiento para efectuar la transacción de este préstamo de modo electrónico. Esto significa que acuerda firmar electrónicamente los documentos del préstamo. Además, acuerda recibir todos los documentos del préstamo, todas las declaraciones informativas requeridas por ley, avisos y demás información en forma electrónica salvo que debamos entregarle una copia impresa.



Recibirá una copia impresa de las Declaraciones Informativas sobre la Verdad en los Préstamos y la Política de privacidad antes de firmar los documentos del préstamo. Puede solicitar copias impresas de todos los acuerdos, declaraciones informativas y avisos sin ningún tipo de costo.

**Celebrando operaciones comerciales con Lendify y Prospera Credit, LLC.** Usted entiende que su solicitud de préstamo ha sido enviada a Lendify por Prospera Credit, LLC. Lendify puede pagar una comisión a Prospera Credit, LLC por concepto de recomendación si su solicitud de préstamo resulta exitosa. Usted no pagará ninguna comisión por dicha recomendación. SI SE APRUEBA SU PRÉSTAMO, LENDIFY SERÁ LA ENTIDAD CREDITICIA (PRESTAMISTA). DEBERÁ PAGAR A LENDIFY LOS PAGOS VENCIDOS DE SU PRÉSTAMO.

**Reclamos.** Lendify cuenta con una licencia y está sujeta al examen de las leyes del estado de California y, en virtud de las leyes estatales, está sujeta a la supervisión reglamentaria por parte del **Departamento de Supervisión de Empresas**. Si desea presentar un reclamo contra Lendify, debe comunicarse con el **Departamento de Supervisión de Empresas** a través de uno de los medios que se indican a continuación:

- Correo postal en los EE.UU.: Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814.
- Teléfono: (866) 275-2677.
- Sitio en Internet: <http://www.dbo.ca.gov>.

**Recepción de los pagos por Prospera Credit, LLC.** Usted puede realizar los pagos de su préstamo en una sucursal de Prospera Credit, LLC. Los pagos realizados en una sucursal de Prospera Credit, LLC serán remitidos a Lendify. No se le cobrará ningún tipo de cargo por realizar un pago en una sucursal de Prospera Credit, LLC o por remitir su pago a Lendify. Se le entregará un recibo al realizar algún pago en una sucursal de Prospera Credit, LLC. El recibo será su comprobante de pago.

**Transferencia de Datos Personales.** El cliente autoriza a Prospera Credit, LLC y Lendify la transferencia entre ambos de datos personales e información financiera. El cliente entiende que esta información puede incluir datos personales tales como su nombre, su fecha de nacimiento, su número de seguro social, e información financiera con respecto a las actividades y transacciones con Prospera Credit, LLC o con Lendify. El cliente entiende que toda la información que Lendify recabe del cliente será tratada conforme a las disposiciones de la Política de Privacidad estipulada a continuación.

### **Tasa Efectiva Anual Militar**

Las leyes federales brindan protecciones importantes a los miembros de las Fuerzas Armadas y a sus dependientes con respecto al otorgamiento de créditos para consumidores. En general, el costo de un crédito para consumidor otorgado a un miembro de las Fuerzas Armadas o a un dependiente suyo no podrá exceder una tasa porcentual anual del 36 por ciento. Esta tasa deberá incluir, según corresponda a la cuenta o transacción de crédito: Los costos asociados con las primas de seguro de crédito; cargos por productos secundarios vendidos en relación con la transacción de crédito; cualquier cargo por solicitud cobrado (



distinto de ciertos cargos por solicitud correspondientes a cuentas o transacciones de crédito especificadas); y todo cargo por participación cobrado (distinto de ciertos cargos por participación para una cuenta de tarjeta de crédito). Llámenos al 1 (888) 981-6357 para obtener las declaraciones verbales de la declaración informativa de la Military Lending Act (Ley de Préstamos Militares) presentada arriba y una descripción de la obligación de pago.

### **Autorización para obtener mi informe de crédito**

Usted autoriza a Lendify a **obtener su informe de crédito y a verificar toda información que proporcione** en relación con la revisión de su solicitud.

Usted da su autorización, y por la presente proporciona instrucciones escritas (de conformidad con la Fair Credit Reporting Act [Ley de Informes Crediticios Justos]), para que Lendify solicite y obtenga: (a) información sobre usted de diversas agencias federales, estatales y otras, (b) información sobre usted mantenida en fuentes de registros públicos y privados, (c) historiales de créditos o préstamos mantenidos por diversas agencias de informes crediticios o de calificaciones crediticias, (d) verificación de sus ingresos, y (e) información sobre obligaciones contractuales anteriores, si corresponde, así como otras experiencias pasadas, todo ello según lo determine Lendify. Usted confirma y conviene en que Lendify tiene permiso para utilizar esta información en relación con la validación de su identidad y la evaluación de su solicitud de un préstamo de Lendify.

### **Contacto con terceros**

Usted autoriza a Lendify a comunicarse con las personas incluidas en su solicitud a fin de: (1) verificar la información suministrada en la solicitud, (2) evaluar su solvencia crediticia, y (3) cobranza.

### **Pago de la deuda y personas de contacto para cobro**

Al crearse una cuenta, usted reconoce y acepta todas las disposiciones que se mencionan a continuación: (a) Lendify (o sus representantes, filiales y cesionarios) pueden controlar y grabar conversaciones telefónicas relacionadas con su cuenta a fin de garantizar la calidad de los servicios o por cualquier otro motivo; (b) presta su consentimiento expreso para que Lendify (o sus representantes, filiales y cesionarios) utilicen mensajes de voz artificiales/grabados previamente, mensajes de texto y/o equipo de marcación automática al prestar servicios con respecto a su cuenta y al cobrar la misma tal como la ley lo autoriza; y (c) acepta que Lendify (o sus representantes, filiales y cesionarios) puedan realizar estas acciones usando el/los número/s de teléfono que proporcionó a Lendify en esta solicitud de crédito o que pueda suministrar a Lendify en el futuro, o que Lendify obtenga por otro medio, incluso si el número es un número de teléfono celular y/o si el uso de dicho número le genera cargos.

Entiende que Lendify no le facturará ningún cargo por la recepción o respuesta de mensajes de texto.

**Exclusión voluntaria.** Acuerda que puede decidir no recibir mensajes de textos de Lendify a través de la opción de exclusión voluntaria (1) llamando a Lendify al 1 (888) 981-6357; o (2)



enviando un pedido de exclusión por escrito a Lendify a la siguiente dirección: 333 Bush St  
 FI 17, San Francisco, CA 94104.

## LENDIFY FINANCIAL LLC

### AVISO DE POLÍTICA DE PRIVACIDAD PARA CONSUMIDORES

Rev. 05/15

#### DATOS

#### ¿QUÉ HACE LENDIFY CON SU INFORMACIÓN PERSONAL?

##### ¿Por qué?

Las instituciones financieras eligen de qué modo comparten su información personal. Las leyes federales otorgan a los consumidores el derecho de limitar parte de la información que se comparte, pero no toda. Las leyes federales también nos exigen que le expliquemos cómo recopilamos, compartimos y protegemos su información personal. Sírvase leer este aviso con atención para comprender qué hacemos.

##### ¿Qué?

Los distintos tipos de información personal que recopilamos y compartimos dependen del producto o servicio que usted tiene con nosotros. Esta información puede incluir:

- Número de Seguro Social e ingresos.
- Saldos de cuentas, transacciones de cuentas e historial de pagos.
- Historial crediticio y puntuación de crédito.

Cuando usted ya no es cliente nuestro, seguimos compartiendo su información en la forma descrita en este aviso.

##### ¿Cómo?

¿Cómo? Todas las instituciones financieras deben compartir información personal de sus clientes para llevar adelante sus operaciones comerciales diarias. En la sección a continuación, presentamos las razones por las cuales las instituciones financieras pueden compartir información personal de sus clientes, las razones por las que Lendify decide compartir información y si usted puede o no limitar que se comparta esta información.

Razones por las que podemos compartir su información personal	¿Comparte Lendify la información ?	¿Puede usted limitar que se comparta esta información?
Para nuestras operaciones comerciales diarias:	Sí	No



por ejemplo, para procesar sus transacciones, mantener su/s cuenta/s, responder a órdenes de tribunales e investigaciones legales o informar a las agencias de informes crediticios.		
<b>Para nuestros propios fines de comercialización:</b> para ofrecerle nuestros productos y servicios.	Sí	No
<b>Para acciones de comercialización conjunta con otras instituciones financieras.</b>	No	No compartimos información
<b>Para las operaciones comerciales diarias de nuestras filiales:</b> información sobre sus transacciones y experiencias.	Sí	No
<b>Para las operaciones comerciales diarias de nuestras filiales:</b> información sobre su solvencia crediticia.	No	No compartimos información
<b>Para que nuestras filiales le ofrezcan sus productos</b>	No	No compartimos información
<b>Para que empresas no afiliadas le ofrezcan sus productos</b>	No	No compartimos información

### ¿Preguntas?

Llame al 1 (888) 981-6357

### Qué hacemos

<b>¿De qué modo Lendify protege mi información personal?</b>	A fin de proteger su información personal del acceso y uso no autorizados, empleamos medidas de seguridad que cumplen con las disposiciones de las leyes federales. Algunas de estas medidas son elementos de protección en computadoras y archivos y edificios asegurados.
<b>¿De qué modo Lendify recopila mi información personal?</b>	<p>Recopilamos su información personal cuando usted, por ejemplo:</p> <ul style="list-style-type: none"> <li>• Solicita un préstamo.</li> <li>• Nos brinda información sobre sus ingresos.</li> <li>• Suministra información sobre su empleo.</li> <li>• Nos brinda su información de contacto.</li> <li>• Nos muestra su identificación con fotografía otorgada por el gobierno.</li> </ul> <p>También recopilamos información personal sobre usted consultando a terceros, por ejemplo, agencias de informes crediticios, filiales u otras.</p>
<b>¿Por qué no puedo limitar que se</b>	Las leyes federales le otorgan el derecho de limitar que se comparta su información únicamente en los siguientes casos:

**comparta toda mi información?**

- Información para fines comerciales cotidianos de las filiales - información sobre su solvencia crediticia.
- Para que las filiales utilicen su información para ofrecerle sus productos.
- Información para que empresas no afiliadas le ofrezcan sus productos.

Las leyes estatales y las empresas individuales pueden otorgarle otros derechos para limitar la cantidad de información que se comparta su información.

**Definiciones****Filiales**

Empresas relacionadas a través de una propiedad o control común. Pueden ser instituciones financieras y no financieras.

- *Nuestras filiales incluyen empresas con una razón social o identidad corporativa común e instituciones financieras, por ejemplo, Insikt, Inc.*

**Empresas no afiliadas**

Empresas no relacionadas a través de una propiedad o control común. Pueden ser instituciones financieras y no financieras.

- *Lendify no comparte información con empresas no afiliadas para que le ofrezcan sus productos.*

**Comercialización conjunta**

Un acuerdo formal entre instituciones financieras no afiliadas que comercializan productos o servicios financieros de modo conjunto.

- *Lendify no realiza actividades de comercialización conjunta.*

**Otra información importante**

Lendify cuenta con una licencia y está sujeta al control examen de las leyes del estado de California y, en virtud de las leyes estatales, está sujeta a la supervisión reglamentaria por parte del Departamento de Supervisión de Empresas. Todo consumidor que desee presentar un reclamo contra Lendify, debe comunicarse con el Departamento de Supervisión de Empresas a través de uno de los medios que se indican a continuación: Correo postal de los EE. UU.: Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814. Teléfono: (866) 275-2677. Sitio en Internet: <http://www.dbo.ca.gov>.



# EXHIBIT 3

**Calendario de Pagos**

<b>Tu Préstamo</b>		
Monto de Préstamo:	\$1,800.00	(a)
Cargo del Desembolso:	+\$90.00	(b)
<b>Cantidad Financiada (Capital):</b>	<b>\$1,890.00</b>	(c)
Tasa de Interés:	34.78%	(d)
Termino del Préstamo:	24 Meses	
<b>Fecha de Originación</b>	<b>03/02/2018</b>	

<b>Información del Cliente</b>	
<b>Nombre:</b>	bistemu mora salgado
<b>Número de Préstamo:</b>	131-328490-101
<b>Teléfono:</b>	(619) 416-5696
<b>Dirección:</b>	2408 fairmount ave apt G san diego CA 92105
<b>Servicio al Cliente:</b>	1 (888) 981-6357
<b>Horas de Operación:</b>	6am - 9pm PST Lun-Domingo

<b>Tus Pagos</b>	
Número de Pagos:	24
Frecuencia de Pagos:	25 de cada mes
<b>Pago Regular:</b>	<b>\$111.00</b>
Pago Final:	\$67.52
<b>1ra Fecha de Pago:</b>	<b>03/25/2018</b>
<b>Fecha de Pago Final:</b>	<b>02/25/2020</b>

<b>Costo Del Préstamo:</b>	
Cargo del Desembolso:	\$90.00 (b)
Interés Acumulado:	+\$730.52 (d)
<b>Cargos por Financiamiento:</b>	<b>\$820.52</b> (f)
<b>APR:</b>	<b>40.51%</b>
Monto de Préstamo:	\$1,800.00 (a)
<b>Pago Total:</b>	<b>\$2,620.52</b> (e)

$$\text{Pago Total } \$2,620.52 \text{ (e)} = \$1,890.00 \text{ (c)} + \$730.52 \text{ (d)}$$

**Calendarion de Pagos****Aplicación de Pagos****Balance del Préstamo**

Número de Pago	Fecha de Pago	Día de Semana	Pago =	Capital Pagado +	Interés Pagado	Saldo después del Pago
<b>Originado</b>	03/02/2018	viernes				\$1,890.00
1	03/25/2018	domingo	\$111.00 =	\$69.58 +	\$41.42	\$1,820.42
2	04/25/2018	miércoles	\$111.00 =	\$57.23 +	\$53.77	\$1,763.19
3	05/25/2018	viernes	\$111.00 =	\$60.60 +	\$50.40	\$1,702.59
4	06/25/2018	lunes	\$111.00 =	\$60.71 +	\$50.29	\$1,641.88
5	07/25/2018	miércoles	\$111.00 =	\$64.06 +	\$46.94	\$1,577.82
6	08/25/2018	sábado	\$111.00 =	\$64.39 +	\$46.61	\$1,513.43
7	09/25/2018	martes	\$111.00 =	\$66.29 +	\$44.71	\$1,447.14
8	10/25/2018	jueves	\$111.00 =	\$69.63 +	\$41.37	\$1,377.51
9	11/25/2018	domingo	\$111.00 =	\$70.31 +	\$40.69	\$1,307.20
10	12/25/2018	martes	\$111.00 =	\$73.63 +	\$37.37	\$1,233.57
11	01/25/2019	viernes	\$111.00 =	\$74.56 +	\$36.44	\$1,159.01
12	02/25/2019	lunes	\$111.00 =	\$76.76 +	\$34.24	\$1,082.25
13	03/25/2019	lunes	\$111.00 =	\$82.12 +	\$28.88	\$1,000.13
14	04/25/2019	jueves	\$111.00 =	\$81.46 +	\$29.54	\$918.67
15	05/25/2019	sábado	\$111.00 =	\$84.74 +	\$26.26	\$833.93
16	06/25/2019	martes	\$111.00 =	\$86.37 +	\$24.63	\$747.56
17	07/25/2019	jueves	\$111.00 =	\$89.63 +	\$21.37	\$657.93
18	08/25/2019	domingo	\$111.00 =	\$91.57 +	\$19.43	\$566.36
19	09/25/2019	miércoles	\$111.00 =	\$94.27 +	\$16.73	\$472.09
20	10/25/2019	viernes	\$111.00 =	\$97.50 +	\$13.50	\$374.59
21	11/25/2019	lunes	\$111.00 =	\$99.93 +	\$11.07	\$274.66
22	12/25/2019	miércoles	\$111.00 =	\$103.15 +	\$7.85	\$171.51
23	01/25/2020	sábado	\$111.00 =	\$105.93 +	\$5.07	\$65.58
24	02/25/2020	martes	\$67.52 =	\$65.58 +	\$1.94	\$0.00



**Lendify Financial LLC**  
**333 Bush St Fl 17 San Francisco, CA 94104**  
**1 (888) 981-6357**  
**Núm. licencia CFL 605 4766**

**Pagaré y Declaración Informativa Sobre la Verdad en Préstamos**

Este Pagaré y Declaración Informativa Sobre la Verdad en Préstamos (el "Pagaré") se celebra en la fecha de su firma de este Pagaré entre bisternu mora salgado ("usted"), quien reside o puede ser contactado en 2408 fairmount ave apt G, san diego, California 92105, y Lendify Financial LLC ("nosotros").

<b>Declaraciones Informativas Federales Sobre la Verdad en Préstamos</b>			
<b>TASA PORCENTUAL ANUAL</b> El costo de su crédito expresado como una tasa anual.	<b>CARGO POR FINANCIAMIENTO</b> El monto en dólares que el crédito le costará.	<b>Monto financiado</b> El monto del crédito provisto a usted o en nombre suyo.	<b>Total de pagos</b> El monto que habrá pagado después de haber efectuado todos los pagos programados.
<u>40.51</u> %	<u>\$ 820.52</u>	<u>\$ 1,800.00</u>	<u>\$ 2,620.52</u>

**Programa de pagos:**

Número de pagos	Monto del pago	Cuándo deben efectuarse los pagos
<u>1</u>	<u>111.00</u>	<u>03/25/2018</u>
<u>22</u>	<u>111.00</u>	<u>25 de cada mes</u>
<u>1</u>	<u>67.52</u>	<u>02/25/2020</u>

**Pago adelantado:** Si paga en forma adelantada, no tendrá que pagar ningún tipo de penalización.  
**Cargo por morosidad:** Usted conviene en que podremos aplicar un cargo por morosidad de \$ 14.00 si no hemos recibido su pago para el 7.º día después de la fecha de vencimiento de pago.  
 Consulte los documentos del contrato para obtener información adicional sobre la falta de pago, el incumplimiento, cualquier liquidación total requerida antes de la fecha programada y los reembolsos y penalizaciones por pago adelantado.

<b>Pormenorización del monto financiado</b>	
Cantidad entregada a usted directamente .....	<u>1,800.00</u>
Cantidad pagada a su préstamo existente con nosotros (Número de cuenta: .....): .....	<u>0.00</u>
<b>Monto financiado:</b> .....	<u>1,800.00</u>
Cargo administrativo (Cargo por financiamiento pagado por adelantado) .....	<u>90.00</u>
Capital: .....	<u>1,890.00</u>

**Tasa de cargo convenida conforme a la California Financing Law (Ley de Financiamiento de California).**

2.90 % mensual/ 34.78 % anual sobre el saldo de capital no pagado.  
 Consulte abajo los términos y condiciones para obtener información adicional sobre el cálculo de intereses.

**Rescisión:** Usted podrá rescindir este préstamo si nos notifica su intención de rescisión y devuelve el capital que le adelantamos antes de que finalice el día hábil siguiente al día en que se realizó el préstamo.

**A continuación se presentan los términos y condiciones del Pagaré. Sírvase leer detenidamente todo el Pagaré.**



## P DE P ST MO

**1. Promesa de pago.** A cambio de un préstamo que usted recibirá (el "Préstamo"), usted promete pagar \$ 1,890.00 de capital, más intereses y otros cargos, a la orden de Lendify Financial LLC y sus sucesores y cesionarios. Usted pagará estos importes en dólares estadounidenses en Prospera #31 o a otra persona, si así lo requerimos o si requiere cualquier sucesor de intereses.

**2. Cargo Administrativo.** Se aplicará un Cargo Administrativo de \$ 90.00 en el momento en que se le desembolsen los fondos del Préstamo. El Cargo Administrativo será parte del capital del Préstamo y se indica como un Cargo por Financiamiento Pagado por Adelantado en este Pagaré. El Cargo Administrativo no es reembolsable en caso de una liquidación adelantada del préstamo. Se acumularán intereses sobre el Cargo Administrativo en la forma descrita a continuación.

**3. Intereses.** Aplicaremos una tasa de interés simple diario de 0.0953 % por día (la "Tasa Diaria"). Para determinar la Tasa Diaria, dividimos la tasa de interés anual del 34.78 % por 365. Calculamos el interés multiplicando la Tasa Diaria por el saldo de capital pendiente de pago. Luego, multiplicamos el resultado por el número de días en que el saldo de capital está pendiente de pago. Los intereses se cobrarán a partir de la fecha del Préstamo hasta que se liquide el capital más todos los intereses y demás cargos. Si alguna ley que se aplica a este Pagaré y que establece cargos máximos sobre el Préstamo se interpreta definitivamente de manera que los intereses u otros cargos del Préstamo cobrados o por cobrar en relación con este Préstamo excedan los límites permitidos, entonces: (i) dicho cargo del Préstamo se reducirá en la cantidad necesaria para reducir el cargo al límite permitido; y (ii) se le reembolsarán los importes ya cobrados a usted que excedan los límites permitidos. Podremos optar por realizarse este reembolso mediante una reducción del capital que nos adeude en virtud de este Pagaré o efectuando un pago directo a usted.

**4. Liquidación y Fecha de Vencimiento.** Usted pagará el capital y los intereses de este Préstamo en la forma mostrada en el Programa de Pagos, que forma parte de las Declaraciones Informativas Federales Sobre la Verdad en Préstamos impresas arriba. Las Declaraciones Informativas Federales Sobre la Verdad en Préstamos son parte de este Pagaré. Usted entiende que si recibimos cualquiera de sus pagos en fechas distintas a las fechas de vencimiento o si se añaden cargos adicionales al saldo de su Préstamo de conformidad con las disposiciones de este Pagaré, su pago final real probablemente será distinto del monto indicado arriba y usted conviene en pagar el monto de pago real. Usted efectuará los pagos en la forma descrita arriba hasta que haya pagado todo el capital y los intereses, así como los demás cargos que adeude en virtud de este Pagaré. No obstante cualquier otra disposición en este Pagaré, usted pagará todos

los montos pendientes de pago el 02/25/2020 (la "Fecha de Vencimiento"). Usted tiene el derecho de realizar pagos en cualquier momento, por cualquier monto, antes de su vencimiento. La liquidación adelantada de su Préstamo reducirá sus costos de préstamo, al reducir la cantidad de intereses que pagará. Este Préstamo no tiene penalización por pago adelantado.

**5. Pagos atrasados y cargos por morosidad.** Usted conviene en que podremos aplicar cargos por morosidad de conformidad con las Declaraciones Informativas Federales Sobre la Verdad en Préstamos. Usted entiende que pagará más intereses si no realiza un pago para la fecha de su vencimiento.

**6. Aplicación de pagos.** Los pagos se aplicarán primero a los cargos por morosidad u otros cargos basados en cuotas y comisiones que se sumen al Préstamo, luego a los intereses acumulados pero no pagados y, por último, al capital.

**7. Cargo por pago devuelto.** Si un pago es devuelto sin pagar, por la razón que sea, usted conviene en pagarnos un cargo por pago devuelto de \$ 14.00.

**8. Incumplimiento y aceleración; costos de cobranza.** Usted estará en estado de incumplimiento si no realiza un pago a tiempo o si no cumple con los términos y condiciones de este Pagaré. Cuando usted esté en estado de incumplimiento, podremos exigir, sin necesidad de aviso o requerimiento, que usted liquide de inmediato el monto total del Préstamo. (Esto se conoce como "aceleración"). Incluso si, cuando usted se encuentra en estado de incumplimiento, no le exigimos el pago total inmediato en la forma descrita arriba, seguiremos teniendo el derecho de hacerlo en cualquier otro momento que usted se encuentre en estado de incumplimiento. En la medida permitida por las leyes vigentes, usted conviene en pagar todos los costos de cobranza y ejecución de este Pagaré, incluso (sin limitación) honorarios razonables de abogados.

**9. Ley vigente.** Este Préstamo se realiza conforme a la California Financing Law (Ley de Financiamiento de California), División 9 (a partir de la Sección 22000) del Código Financiero de California. Este Pagaré será regido por las leyes federales y las leyes del estado de California.

**10. Sin renuncia.** Usted conviene en que el hecho de que no ejerzamos un derecho o recurso en virtud de este Pagaré no constituye una renuncia a dicho derecho o recurso ni a cualquier otro derecho o recurso que nos surja conforme a los términos y condiciones de este Pagaré. Ningún ejercicio parcial por nuestra parte de un derecho o recurso en virtud de este Contrato impedirá el ejercicio adicional o futuro de dicho derecho o el ejercicio de cualquier otro recurso.



**11. Interpretación; contrapartes.** Las ambigüedades en este Pagaré, de haberlas, no serán interpretadas estrictamente contra el redactor del texto en cuestión, sino que serán resueltas mediante la aplicación de la interpretación más razonable según las circunstancias, teniendo en plena consideración las intenciones de las partes en el momento del contrato. Este Pagaré no será interpretado en contra de cualquiera de las partes por razón de su preparación. Este Pagaré podrá ser ejecutado en contrapartes, cada una de las cuales se considerará un documento original pero que en conjunto se considerarán un solo instrumento. Si se juzga que alguna parte de este Pagaré es inejecutable, seguirá vigente el resto de este Pagaré.

**12. Avisos.** Le enviaremos avisos a la dirección indicada en la página 1 de este Pagaré. Usted entiende y conviene en que tiene una responsabilidad conforme al Código Civil de California, Sección 1788.21(a), de notificarnos de cualquier cambio a su nombre, dirección o empleo dentro de un plazo razonable después de que ocurra dicho cambio.

**13. Declaraciones y garantías.** Usted declara y nos garantiza que (a) toda la información que nos ha provisto en su solicitud de crédito es verdadera y correcta; (b) tiene la capacidad legal de celebrar este Pagaré; y (c) ninguna persona ha actuado como corredor de esta transacción.

**14. Informes crediticios.** Usted conviene en que podremos hacer consultas relacionadas con su historial y solvencia crediticios, y que podremos enviar a las agencias de informes crediticios información sobre su desempeño en virtud de este Pagaré. Actualmente informamos a Experian. Tal como lo exigen las leyes, por este conducto se le informa que podría enviarse a una agencia de informes crediticios un informe crediticio negativo que afecte su registro crediticio si usted no cumple con los términos y condiciones de sus obligaciones de crédito.

**Podremos enviar información sobre su cuenta a agencias de informes crediticios. Los pagos atrasados, los pagos omitidos y otros incumplimientos en su cuenta podrían reflejarse en su informe crediticio.**

**15. Medios electrónicos.** Usted conviene en utilizar medios electrónicos para realizar esta transacción de préstamo. Esto significa que usted conviene en recibir este Pagaré y todas

las declaraciones informativas legalmente requeridas, los avisos (incluso, sin limitación, avisos de privacidad) y la demás información en formato electrónico, y en utilizar una firma electrónica para celebrar este acuerdo.

**16. Emisión de registro transferible.**

A. Usted declara de manera expresa que ha firmado este Pagaré creado en forma electrónica (el "Pagaré Electrónico") con una firma electrónica. Al hacer esto, usted indica que conviene en (i) los términos y condiciones de este Pagaré Electrónico, (ii) que este Pagaré Electrónico podrá ser Autenticado, Almacenado y Transmitido por Medios Electrónicos, y que será un original válido para todos los fines legales, tal como se establece en la Ley de Transacciones Electrónicas Uniformes ("UETA", Uniform Electronic Transactions Act), la Ley de Firmas Electrónicas en Comercio Global y Nacional ("E-SIGN", Electronic Signatures in Global and National Commerce Act), o ambas, según corresponda, y (iii) se considerará un Registro Transferible para los fines de la UETA.

B. Los términos y frases a continuación se definen como sigue: (i) "Autenticado, Almacenado y Transmitido por Medios Electrónicos" significa que este Pagaré Electrónico será identificado como el Pagaré que usted firmó, guardó y envió mediante tecnología eléctrica, digital, inalámbrica o similar, y (ii) "Registro Transferible" significa un registro que: (a) sería un pagaré conforme al Artículo 3 del Código Comercial Uniforme si el registro electrónico estuviera por escrito y (b) usted, como emisor, ha convenido en que es un Registro Transferible.

**17. Cuando se realiza el Préstamo.** El Préstamo evidenciado por este Pagaré se realiza cuando usted firme electrónicamente este Pagaré y nosotros aceptemos este Pagaré. Usted entiende que la fecha en la que realmente podrá disponer de los fondos del Préstamo dependerá de la opción de desembolso de los fondos del Préstamo que usted seleccione, y usted entiende que esta fecha podría ser posterior a la fecha en la que se realice este Préstamo. Asimismo, usted entiende que todos los cargos por financiamiento y demás términos y condiciones asociados con este Préstamo, incluso, sin limitación, el programa de pago, se basarán en la fecha en que se realice este Préstamo.

**DECLARACIÓN DE INTERMEDIARIO:** Su solicitud de préstamo a sido remitida a nosotros por Prospera Credit, LLC.

Podremos pagar una comisión a

Prospera Credit, LLC

por concepto de recomendación si su solicitud de préstamo resulta exitosa. SI USTED ES APROBADO PARA EL PRÉSTAMO, LENDIFY FINANCIAL LLC SE CONVERTIRÁ EN SU PRESTAMISTA Y USTED ESTABLECERÁ UNA RELACIÓN CON LENDIFY FINANCIAL LLC. Si tiene preguntas acerca de su préstamo, ya sea ahora o en el futuro, deberá dirigirlas a Lendify Financial LLC (1) llamando al 1 (888) 981-6357; o (2) enviando sus preguntas escritas por correo a 333 Bush St Fl 17 San Francisco, CA 94104. Si desea presentar un queja sobre

Prospera Credit, LLC

o Lendify Financial LLC en relación con esta transacción de préstamo, podrá comunicarme con el Departamento de Supervisión Comercial al +1-866-275-2677, o presentar su queja por Internet en [www.dbo.ca.gov](http://www.dbo.ca.gov).

Al firmar abajo, usted confirma que (1) ha leído y recibido una copia de este Pagaré y Declaración Informativa Sobre la Verdad en Préstamos; (2) conviene en cumplir con los términos y condiciones de este Pagaré y Declaración Informativa Sobre la Verdad en Préstamos; (3) ha leído y recibido una copia escrita del programa de educación crediticia; (4) ninguna persona ha actuado como corredor en relación con este Pagaré y Declaración Informativa Sobre la Verdad en Préstamos; y (5) no existe ningún otro acuerdo o promesa verbal o escrito entre usted y nosotros.

BMS 03/02/2018  
Firma del prestatario Fecha

bistermu mora salgado  
Nombre del prestatario

*Aceptado por Lendify Financial LLC*

Por: [Signature] Fecha: 03/02/2018  
Nombre y puesto en letra de molde: James Gutierrez, CEO

**ESTE PRÉSTAMO ES REALIZADO POR LENDIFY FINANCIAL LLC CONFORME A UNA LICENCIA EN VIRTUD DE LA LEY DE FINANCIAMIENTO DE CALIFORNIA. DICHA LICENCIA ES ADMINISTRADA POR EL DEPARTAMENTO DE SUPERVISIÓN COMERCIAL DE CALIFORNIA.**

**PARA OBTENER INFORMACIÓN, COMUNÍQUESE CON EL DEPARTAMENTO DE SUPERVISIÓN COMERCIAL DEL ESTADO DE CALIFORNIA.**

Puede comunicarse con el Departamento de Supervisión Comercial al +1-866-275-2677 o en [www.dbo.ca.gov](http://www.dbo.ca.gov).



# EXHIBIT 4



**Secretary of State**  
**Statement of Information**  
 (Limited Liability Company)

47

LLC-12

16-511527

**FILED**  
**Secretary of State**  
**State of California**

DEC 15 2016

IMPORTANT — Read instructions before completing this form.

Filing Fee - \$20.00

Copy Fees — Face Page \$1.00 & .50 for each attachment page;  
 Certification Fee - \$5.00

NE  
 This Space For Office Use Only

## 1. Limited Liability Company Name

Lendify Financial LLC

## 2. 12-Digit Secretary of State File Number

201319310219

## 3. State or Place of Organization (only if formed outside of California)

Delaware

## 4. Business Addresses

## a. Street Address of Principal Office - Do not list a P.O. Box

333 Bush Street 17th Floor

## City (no abbreviations)

San Francisco

## State

CA

## Zip Code

94104

## b. Mailing Address of LLC, if different than Item 4a

## City (no abbreviations)

## State

## Zip Code

## c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

## City (no abbreviations)

## State

CA

## Zip Code

## 5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

## a. First Name, if an individual - Do not complete Item 5b

## Middle Name

## Last Name

## Suffix

## b. Entity Name - Do not complete Item 5a

Insikt, Inc.

## c. Address

333 Bush Street 17th Floor

## City (no abbreviations)

San Francisco

## State

CA

## Zip Code

94104

## 6. Agent for Service of Process

Item 6a and 6b: If the agent is an individual, the agent must reside in California and Item 6a and 6b must be completed with the agent's name and California address. Item 6c: If the agent is a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 6c must be completed (leave Item 6a-6b blank).

## a. California Agent's First Name (if agent is not a corporation)

## Middle Name

## Last Name

## Suffix

## b. Street Address (if agent is not a corporation) - Do not list a P.O. Box

## City (no abbreviations)

## State

CA

## Zip Code

94104

## c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b

CT Corporation System

C0168406

## 7. Type of Business

## a. Describe the type of business or services of the Limited Liability Company

Finance lender regulated by the CA Department of Business Oversight

## 8. Chief Executive Officer, if elected or appointed

## a. First Name / Last Name

James Gutierrez

## Middle Name

Michael

## Last Name

## Suffix

## b. Address

333 Bush Street 17th Floor

## City (no abbreviations)

San Francisco

## State

CA

## Zip Code

94104

## 9. The information contained herein, including any attachments, is true and correct.

Dec 13, 2016

Date

Dryden J. Liddle

Type of Print Name of Person Completing the Form

Legal &amp; Compliance

Title Officer

Signature  
 [Signature]

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

(See separate page)



# EXHIBIT 5



**Secretary of State  
Foreign Limited Liability  
Company (LLC)  
Name Change Amendment**

LLC-6

**IMPORTANT — Read Instructions before completing this form.**

Must be submitted with a current certificate evidencing the name change issued by the government agency where the LLC was formed. See Instructions.

**Filing Fee** - \$30.00

**Copy Fees** - First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00

**Note:** You must file a Statement of Information (Form LLC-12) to change the LLC's business address(es), or to change the name or address of the LLC's agent for service of process. Statements of Information (Form LLC-12) can be filed online at [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov).

**FILED**  
Secretary of State  
State of California

**FEB 04 2019**

1 CC

Above Space For Office Use Only

**1. LLC Exact Name Used in California** (Enter the name used in California exactly as listed on the records of the California Secretary of State.)

Lendify Financial LLC

**2. LLC 12-Digit (File) Entity Number** (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

201319310219

**3. New LLC Name in the State, Country, or Other Place of LLC Formation** (If the LLC changed its name in the jurisdiction of formation, list the new LLC name as listed on your attached certificate evidencing the name change.)

Aura Financial LLC

**4. California Alternate Name, if Required** (See Instructions - Complete either 4a, 4b, OR 4c)

**4a. List an alternate name to be used in California if:** (1) the LLC name in Item 3 does not comply with California naming requirements or (2) you only are filing this form to change an existing alternate name used in California. List the alternate name exactly as it is to appear on the records of the California Secretary of State.

**4b. Check this box if you completed Item 3, above and if applicable.** If you check this box, do not complete Item 4a above or 4c below.

☐ This LLC registered in California before January 1, 2014; currently transacts intrastate business in California under the alternate name listed in Item 1 above; and upon this filing, will continue to transact intrastate business in California under the alternate name listed in Item 1 above.

**4c. If you check this box, do not complete Item 4a or 4b above.**

☐ Check this box if you are relinquishing the California alternate name.

**Signature**

By signing, I certify that the information is true and correct and that I am authorized to sign on behalf of the foreign LLC. The attachments, if any, attached hereto are incorporated herein by this reference.

Signature

Daniel Sanford

Type or Print Name



# Delaware

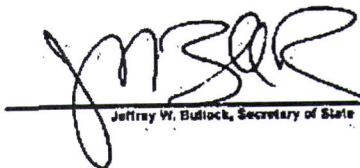
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "LENDIFY FINANCIAL LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "AURA FINANCIAL LLC" ON THE THIRTY-FIRST DAY OF JANUARY, A.D. 2019, AT 2:25 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FOURTH DAY OF FEBRUARY, A.D. 2019 AT 9 O'CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

5299983 8320  
SR# 20190694672

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202192844  
Date: 02-04-19

201319310219 PG. 37

# EXHIBIT 6



THIS LICENSE MUST BE CONSPICUOUSLY POSTED AT LOCATION HEREIN PROVIDED.

*Department of Business Oversight*  
*State of California*  
***License***

FINANCE LENDER - AMENDED  
CALIFORNIA FINANCING LAW

File No: 605 4766

LENDIFY FINANCIAL LLC

THE LICENSE TO ACT AS CALIFORNIA FINANCE LENDER HERETOFORE  
ISSUED TO THE ABOVE NAMED LIMITED LIABILITY COMPANY ON MARCH 8, 2017,  
IS HEREBY AMENDED TO READ AS FOLLOWS:

PURSUANT TO, AND IN COMPLIANCE WITH, THE CALIFORNIA FINANCING  
LAW:

I, THE UNDERSIGNED, AS COMMISSIONER OF BUSINESS OVERSIGHT OF  
THE STATE OF CALIFORNIA, DO HEREBY ISSUE THIS LICENSE TO:

AURA FINANCIAL LLC

ORGANIZED MARCH 20, 2013, IN THE STATE OF DELAWARE TO ENGAGE  
IN THE BUSINESS OF "FINANCE LENDER" AS DEFINED IN SAID LAW, AT THE  
FOLLOWING LOCATION:

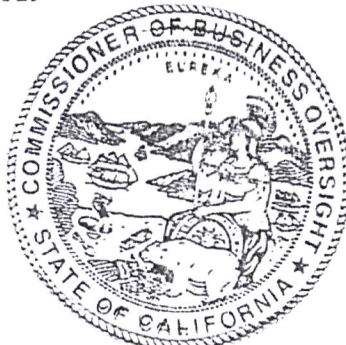
333 BUSH STREET, 17<sup>TH</sup> FLOOR  
SAN FRANCISCO, CALIFORNIA 94104

TO CONTINUE IN EFFECT UNTIL SURRENDERED, SUSPENDED, OR  
REVOKED AS PROVIDED BY LAW.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED  
MY OFFICIAL SEAL ON THE DATE APPEARING BELOW.

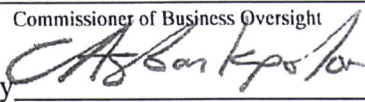
Date: February 14, 2019

JAN LYNN OWEN



Commissioner of Business Oversight

By

  
CHARLES AGBONKOLOR  
Special Administrator  
California Financing Law

THIS LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE

Department of Business Oversight  
Date February 14, 2019  
Page 2

Questions regarding the use of your license can be directed to a CFL Licensing Specialist who can be reached by calling the number shown at the bottom of this page.

Jan Lynn Owen  
Commissioner  
Department of Business Oversight

By   
Subhendra Singh  
Licensing Specialist  
(213) 576-7663  
[Subhendra.singh@dbo.ca.gov](mailto:Subhendra.singh@dbo.ca.gov)  
Department of Business Oversight  
320 W 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013

*Effective October 4, 2017, the name of the "California Finance Lenders Law" changed to the "California Financing Law." (Assem. Bill No. 1284 (2017-2018 Reg. Sess.) § 4.) For purposes of this document, a reference to the California Financing Law means the California Finance Lenders Law before October 4, 2017 and the California Financing Law on and after that date. (Cal. Fin. Code, § 22000.)*



# EXHIBIT 7



**Service of Process  
Transmittal**

02/19/2020  
CT Log Number 537225952

**TO:** DRYDEN LIDDLE  
AURA FINANCIAL CORPORATION  
303 2ND ST STE 550  
SAN FRANCISCO, CA 94107-1366

**RE: Process Served in California**

**FOR:** Lendify Financial LLC (Former Name) (Domestic State: DE)  
Aura Financial LLC (True Name)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Bistermu Moro Salgado, Debtor/Movant vs. Lendify Financial LLC, Respondent

**DOCUMENT(S) SERVED:** Motion, Declarations, Request, Exhibit(s)

**COURT/AGENCY:** Southern District of California - U.S. Bankruptcy Court, CA  
Bankruptcy Case # 1902556LT7  
Adversary Case # None Specified

**NATURE OF ACTION:** Bankruptcy Litigation - Chapter 7 - Motion for Sanctions for Violation of the Automatic Stay

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Regular Mail on 02/19/2020 postmarked on 02/14/2020

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** 04/02/2020 at 10:00 a.m.

**ATTORNEY(S) / SENDER(S):** Stephen A. Hooves  
Law Office of Stephen A. Hooves  
P.O. Box 723  
Carlsbad, CA 92018  
619-500-4525

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780123436061

**SIGNED:** C T Corporation System  
**ADDRESS:** 208 LaSalle Ave  
Suite 814  
Chicago, IL 60604

**For Questions:** 866-539-8692  
CorporationTeam@wolterskluwer.com

Page 1 of 1 / NK

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

**PG. 42**



PROOF OF SERVICE

VIA FAX

## STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 445 South Figueroa Street, 18th Floor, Los Angeles, CA 90071.

On March 31, 2020, I served true copies of the following document(s) described as **OPPOSITION OF RESPONDENT AURA FINANCIAL LLC TO DEBTOR'S MOTION FOR SANCTIONS FOR VIOLATIONS OF THE AUTOMATIC STAY AND DISCHARGE INJUNCTION; MEMORANDUM OF POINTS AND AUTHORITIES; AND SUPPORTING DECLARATIONS OF KIMBERLY S. WINICK, RICARDO ARJONA, AND TUONG-VI TRAN FABER** on the interested parties in this action as follows:

George Costa Panagiotou, Esq.  
2404 Broadway  
San Diego, CA 92102  
Tel. No. (858) 300-0033  
E-mail: panagiotouuci@aol.com

*Attorney for Debtor, Bistmermu Mora Salgado*

Stephen A. Hoover, Esq.  
Law Office of Stephan A. Hoover  
PO Box 723  
Carlsbad, CA 92018-0723  
Tel. No. (619) 500-4525  
Fax No. (760) 687-0013  
E-mail: stephan@hooverlawsd.com

*Attorney for Debtor, Bistmermu Mora Salgado*

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a courtesy copy of the document(s) to be sent from e-mail address msalazar@ClarkTrev.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 31, 2020, at Los Angeles, California.

/s/ Maria F. Salazar  
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Maria F. Salazar

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RESPONDENT AURA FINANCIAL'S OPPOSITION TO DEBTOR'S MOT FOR SANCTIONS FOR VIOLATIONS OF THE AUTOMATIC STAY

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